

## **Bid & Contract Documents**



**613 W. Marquette  
Ottawa, IL 61350**

**[www.ncicg.org](http://www.ncicg.org)**

**Phone: 815-433-5830  
Fax: 815-433-5832**

# **TABLE OF CONTENTS FOR BID AND CONTRACT DOCUMENTS**

	<b>PAGES</b>
Invitation for Bids .....	10
Instructions to Bidders .....	11
1.    Use of Separate Bid Forms .....	11
2.    Interpretations of Addenda .....	11
3.    Inspection of Site.....	11
4.    Alternative Bids .....	11
5.    Bids .....	12
6.    Bid Guaranty .....	13
7.    Collusive Agreements .....	13
8.    Statement of Bidder's Qualifications.....	13
9.    Unit Prices .....	14
10.   Corrections.....	14
11.   Time for Receiving Bids .....	14
12.   Opening of Bids.....	15
13.   Withdrawal of Bids .....	15
14.   Award of Contract: Rejection of Bids.....	15
15.   Execution of Agreement: Performance and Payment Bond .....	15
16.   Wages and Salaries .....	16
17.   Equal Employment Opportunity.....	17

Bid for Unit Price Contracts .....	18
Bid Bond .....	22
Statement of Bidder's Qualifications .....	24
Contract.....	26
Performance and Payment Bonds.....	29
Certificate of Owner's Attorney .....	29

## CONTRACTORS FORMS AND INSTRUCTIONS

Non-collusion Affidavit of Prime Bidder.....	30
Certification of Bidder Regarding Equal Employment Opportunity .....	31
Certification of Bidder Regarding Section 3 and Segregated Facilities.....	32
Section 3 Plan Format .....	33
Proposed Subcontracts Breakdown - Table A.....	35
Estimated Project Workforce Breakdown - Table B.....	36
Certification of Contractor Regarding Labor Standards and Prevailing Wage Requirements.....	37
Sample of 'Fringe Benefits' Letter.....	39
Transcript Project Wages Rates .....	40
Certificate from Contractor/Supervise Payment of Employees .....	41
Instruction sheet for Weekly Payroll .....	42
Instructions for Statement of Compliance .....	43
U.S. Department of Labor Payroll Form .....	44
Statement of Compliance .....	45
Certification Regarding Lobbying .....	46

## **SUBCONTRACTORS FORMS AND INSTRUCTION**

Non-collusion Affidavit of Subcontractor .....	47
Certification of Subcontractor Regarding Equal Employment Opportunity.....	48
Certification of Subcontractor Regarding Section 3 and Segregated Facilities.....	49
Section 3 Plan Format .....	50
Proposed Subcontracts Breakdown - Table A.....	52
Estimated Project Workforce Breakdown - Table B.....	53
Certification of Contractor Regarding Labor Standards and Prevailing Wage Requirements.....	54
Sample of 'Fringe Benefits' Letter.....	56
Transcript Project Wages Rates .....	57
Certificate from Subcontractor/Supervise Payment of Employees .....	58
Instruction sheet for Weekly Payroll .....	59
Instructions for Statement of Compliance.....	60
U.S. Department of Labor Payroll Form .....	61
Statement of Compliance .....	62
Certification Regarding Lobbying .....	63

## **GENERAL SPECIFICATIONS**

### **GENERAL CONDITIONS PART I**

101. Definitions .....	64
102. Superintendence .....	65
103. Subcontracts .....	65
104. Other Contracts.....	66
105. Fitting and Coordination of the Work.....	66

106.	Mutual Responsibility of Contractors .....	66
107.	Progress Schedule .....	66
108.	Payments to Contractor.....	67
109.	Changes in the Work.....	69
110.	Claims for Extra Cost .....	71
111.	Termination, Delays and Liquidated Damages.....	71
112.	Assignment or Novation .....	72
113.	Disputes .....	73
114.	Technical Specifications and Drawings .....	73
115.	Shop Drawings.....	73
116.	Requests for Supplementary Information .....	74
117.	Materials and Workmanship.....	74
118.	Samples, Certificates and Tests.....	75
119.	Permits and Codes.....	76
120.	Care of Work .....	77
121.	Accident Prevention .....	78
122.	Sanitary Facilities .....	78
123.	Use of Premises .....	78
124.	Removal of Debris, Cleaning, Etc. ....	79
125.	Inspection.....	79
126.	Review by Local Public Agency .....	80
127.	Final Inspection .....	80
128.	Deduction for Uncorrected Work .....	81

129.	Insurance .....	81
130.	Patents .....	82
131.	Warranty of Title .....	82
132.	General Guaranty .....	83
133.	Compliance with Air and Water Acts .....	83
134.	Equal Employment Opportunity .....	84
135.	Section 504 of the Rehabilitation Act of 1973 .....	91
136.	Section 402 Vietnam Veterans .....	92
137.	Section 109 of Housing and Community Development Act .....	94
138.	Section 3 Clause .....	94
139.	Nonsegregated Facilities .....	95
140.	Interest of Certain Federal and Other Officials .....	95
141.	Americans with Disabilities .....	96

## **GENERAL SPECIFICATIONS**

### **GENERAL CONDITIONS PART II (FEDERAL LABOR STANDARDS PROVISIONS)**

201.	Applicability .....	97
202.	Minimum Wage Rates for Laborers and Mechanics .....	97
203.	Underpayments of Wages or Salaries .....	97
204.	Anticipated Costs of Fringe Benefits .....	98
205.	Overtime Compensation Required .....	98
206.	Apprentices and Trainees .....	99
207.	Employment of Certain Persons Prohibited .....	100
208.	Regulations Pursuant to So-Called "Anti-Kickback Act" .....	100

209.	Employment of Laborers or Mechanics Not Listed in Aforesaid Wage Determination Decision.....	100
210.	Fringe Benefits not Expressed as Hourly Wage Rates .....	100
211.	Posting Wage Determination Decisions and Authorized Wage Deductions.....	101
212.	Complaints, Proceedings or Testimony by Employers .....	101
213.	Claims and Disputes Pertaining to Wage Rates.....	101
214.	Questions Concerning Certain Federal Statutes and Regulations ....	101
215.	Payrolls and Basic Payroll Records of Contractor and Subcontractors .....	101
216.	Specific Coverage of Certain Types of Work by Employees .....	102
217.	Ineligible Subcontractors .....	102
218.	Provisions to be Included in Certain Subcontracts .....	103
219.	Breach of Foregoing Federal Labor Standards Provisions.....	103

## **GENERAL SPECIFICATIONS**

### **SPECIAL CONDITIONS**

301.	Project Site.....	104
302.	Time for Completion.....	104
303.	Liquidated Damages .....	104
304.	Special Hazards .....	104
305.	Contractor's and Subcontractor's Public Liability, Vehicle Liability and Property Damage Insurance.....	105
306.	Builder's Risk Insurance.....	105
307.	Responsibilities of Contractor.....	105
308.	Communications .....	105



309.	Job Offices .....	106
310.	Partial Use of Site Improvements.....	106
311.	Work by Others .....	107
312.	Contract Documents and Drawings.....	108

### **GENERAL SPECIFICATIONS**

SCHEDULE OF DRAWINGS .....	109
TECHNICAL SPECIFICATIONS .....	109

### **ADDITIONAL CONTRACT DOCUMENTS**

Notice of Award .....	112
Notice to Proceed .....	113
Change Order.....	114
Minority Work Force Goals.....	115
Federal Wage Rates	

### INVITATION FOR BIDS

(Must be modified if applicable State or Local law so requires)

The *City of LaSalle* will receive Bids for **THE NORTH JOLIET STREET SEWER REHABILITATION** project until 10:00 AM., on the 21st day of April, 2011, at 745 2<sup>nd</sup> Street, La Salle, IL at which time and place all bids will be publicly opened and read aloud.

Bids are invited upon the several items and quantities of work as follows:

- Item 1. Separation of storm water from the existing combination sewer by means of a separate storm sewer.
- Item 2. Removal and replacement of the existing combination sewer.
- Item 3. Restoration of disturbed roadway surfaces and landscape.

Contract Documents, including Drawings and Technical Specifications, are on file at the office of *City of La Salle Engineer* at 745 2<sup>nd</sup> Street, La Salle, IL 61301.

Copies of the Contract Documents may be obtained by depositing \$25.00 with the *City of La Salle* for each set of documents so obtained. Each such deposit will be refunded if the Drawings and Contract Documents are returned in good condition within 10 days after Bid opening.

A certified check or bank draft, payable to the order of *City of La Salle*, negotiable U.S. Government bonds (at par value) or a satisfactory Bid Bond executed by the Bidder and an acceptable surety in an amount equal to five percent (5%) of the total Bid shall be submitted with each Bid.

**Attention is called to the fact that not less than the minimum salaries and wages as set forth in the Contract Documents must be paid on this project, and that the Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.**

The *City of La Salle* reserves the right to reject any or all Bids or to waive any informalities in the bidding.

Bids may be held by the *City of La Salle* for a period not to exceed 60 days from the date of the opening of Bids for the purpose of reviewing the Bids and investigating the qualifications of Bidders, prior to awarding of the Contract.

Date \_\_\_\_\_, \_\_\_\_\_ City of La Salle \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

## **INSTRUCTIONS TO BIDDERS**

### **1. USE OF SEPARATE BID FORMS**

These Contract Documents include a complete set of bidding and contract forms which are for the convenience of Bidders and are not to be detached from the Contract Document, filled out, or executed. **Separate copies of Bid Forms are furnished for that purpose.**

### **2. INTERPRETATIONS OF ADDENDA**

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the Local Public Agency. Any inquiry received seven or more days prior to the date fixed for opening the Bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of the Local Public Agency and the office of the Engineer at least five days before Bids are opened. In addition, all Addenda will be mailed to each person holding Contract Documents, but it shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

### **3. INSPECTION OF SITE**

Each Bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor, and should fully inform himself as to the facilities involved, the difficulties and restrictions at tending the performance of the Contract. The Bidder should thoroughly examine and familiarize himself with the Drawings, Technical Specifications, and all other Contract Documents. The Contractor by the execution of the Contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing and the Local Public Agency will be justified in rejecting any claim based on facts for which he should have been on notice as a result thereof.

### **4. ALTERNATIVE BIDS**

No alternative bids will be considered unless alternative bids are specifically requested by the technical specifications.

## **5. BIDS**

- a. All Bids must be submitted on forms supplied by the Local Public Agency and shall be subject to all requirements of the Contract Documents, including the Drawings, and these INSTRUCTIONS TO BIDDERS. All Bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Bid Form by the Bidder.
- b. Bid Documents including the Bid, the Bid Guaranty, the Non-Collusion Affidavit, the Certification of Bidder Regarding Equal Employment Opportunity and the Statement of Bidder's Qualifications (if requested) shall be enclosed in envelopes (outer and inner), both of which shall be sealed and clearly labeled with the words "Bid Documents", project number, name of Bidder, and date and time of bid opening in order to guard against premature opening of the Bid.
- c. The Local Public Agency may consider as irregular any Bid on which there is an alteration of or departure from the Bid Form hereto attached and at its option may reject the same.
- d. If the Contract is awarded, it will be awarded by the Local Public Agency to a responsible Bidder on the basis of the lowest Bid and the selected Alternative Bid items, if any. The Contract will require the completion of the work according to the Contract Documents.
- e. Each Bidder shall include in his Bid the following information:

### **Principals**

Names

Social Security Numbers

Home Addresses (City, State, Zip Code and Telephone Numbers)

### **Firm**

Name

Treasury Number

Address

City, State and Zip Code and Telephone Numbers

## **6. BID GUARANTY**

- a. The Bid must be accompanied by a Bid guaranty which shall not be less than five percent (5%) of the amount of the Bid. At the option of the Bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government Bonds (at par value), or a Bid bond in the form attached. The

Bid bond shall be secured by a guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such Bid bond shall be within the maximum amount specified for such Company in said Circular 570. No Bid will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of (Local Public Agency). Cash deposits will not be accepted. The Bid guaranty shall insure the execution of the Agreement and the furnishings of the surety bond or bonds by the successful Bidder, all as required by the Contract Documents.

- b. Revised Bids submitted before the opening of Bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original Bid, must have the Bid guaranty adjusted accordingly; otherwise the Bid will not be considered.
- c. Certified checks or bank drafts, or the amount thereof, Bid bonds, and negotiable U.S. Government bonds of unsuccessful Bidders will be returned as soon as practical after the opening of the Bids.

## **7. COLLUSIVE AGREEMENTS**

- a. Each Bidder submitting a Bid to the Local Public Agency for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not entered into a collusive agreement with any other person, firm, or corporation in regard to any Bid submitted.
- b. Before executing any subcontract the successful Bidder shall submit the name of any proposed subcontractor for prior approval and an affidavit substantially in the form provided in Section 103 hereof.

## **8. STATEMENT OF BIDDER'S QUALIFICATIONS**

Each Bidder shall upon request of the Local Public Agency submit on the form furnished for that purpose (a copy of which is included in the Contract Documents), a statement of the Bidder's qualifications, his experience record in constructing the type of improvements embraced in the contract, his organization and equipment available for the work contemplated, and, when specifically requested by the Local Public Agency, a detailed financial statement. The Local Public Agency shall have the right to take such steps as it deems necessary to

determine the ability of the Bidder to perform his obligations under the Contract and the Bidder shall furnish the Local Public Agency all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the Local Public Agency that the Bidder is qualified to carry out properly the terms of the Contract.

9. **UNIT PRICES**

The unit price for each of the several items in the proposal of each Bidder shall include its pro-rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price Bid represents the total Bid. Any Bid not conforming to this requirement may be rejected as informal. The special attention of all Bidders is called to this provision, for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work (i.e., difference in cost) shall not increase or decrease the original contract price by more than 25 percent (25%), except for work not covered in the Drawings and Technical Specifications as provided for in Section 109 hereof. If lump-sum Bids are deemed advisable due to local conditions, this section must be revised accordingly.

10. **CORRECTIONS**

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

11. **TIME FOR RECEIVING BIDS**

- a. Bids received prior to the advertised hour of opening will be securely kept sealed. The officer whose duty it is to open them will decide when the specified time has arrived. No Bid received thereafter will be considered, except when a Bid arrives by United States mail after the time fixed for opening, but before the reading of all other Bids is completed, and it is shown to the satisfaction of the Local Public Agency that the non-arrival on time was due solely to delay in the mails for which the Bidder was not responsible, such Bid will be received and considered.
- b. Bidders are cautioned that, while telegraphic modifications of Bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the Bid so modified or amended, subject to rejection.

**12. OPENING OF BIDS**

At the time and place fixed for the opening of Bids, the Local Public Agency will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

**13. WITHDRAWAL OF BIDS**

Bids may be withdrawn on written or telegraphic request dispatched by the Bidder in time for delivery in the normal course of business to the time fixed for opening; provided that written confirmation of any telegraphic withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for Bid opening. The Bid guaranty of any Bidder withdrawing his Bid in accordance with the foregoing conditions will be returned promptly.

**14. AWARD OF CONTRACT: REJECTION OF BIDS**

- a. The Contract will be awarded to the responsible Bidder submitting the lowest Bid complying with the conditions of the Invitation for Bids. The Bidder to whom the award is made will be notified at the earliest possible date. The Local Public Agency, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in its interest.
- b. The Local Public Agency reserves the right to consider as unqualified to do the work of general construction any Bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the Improvements embraced in this Contract.

**15. EXECUTION OF AGREEMENT: PERFORMANCE AND PAYMENT BOND**

- a. Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the Local Public Agency an Agreement in the form included in the Contract Documents in such number of copies as the Local Public Agency may require.
- b. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Bidder shall, within the period specified in paragraph "a" above, furnish a surety bond in a penal sum not less than the amount of the Contract as awarded, as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including

utility and transportation services, employed or used by him in performing the work. Such bond shall be in the same form as that included in the Contract Documents and shall bear the same date as, or a date subsequent to that of the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bond. This bond shall be signed by a guaranty or surety company listed in the latest issue of the U.S. Treasury Circular 570 and the penal sum shall be within the maximum specified for such company in said Circular 570.

If applicable State laws require separate bonds as security (1) for the faithful performance of the Contract and (2) for the payment of all services, labor, and materials, paragraph "b" above must be revised in accordance with the statutory requirements of the particular State. These bonds shall be signed by a guaranty or surety company listed in the latest of the U.S. Treasury Circular 570 and the total penal sum shall be within the maximum specified for such company in said Circular 570.

- c. The failure of the successful Bidder to execute such Agreement and to supply the required bond or bonds within ten days after the prescribed forms are presented for signature, or within such extended period as the Local Public Agency may grant, based upon reasons determined sufficient by the Local Public Agency, shall constitute a default, and the Local Public Agency may either award the Contract to the next lowest responsible Bidder or readvertise for Bids, and may charge against the Bidder the difference between the amount of the Bid and the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable Bid is received by readvertising, the defaulting Bidder shall have no claim against the Local Public Agency for a refund.

## 16. **WAGES AND SALARIES**

- a. Attention of Bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and salary rates specified in the Contract Documents and the conditions of employment with respect to certain categories and classifications of employees. See GENERAL CONDITIONS, PART II, Federal Labor Standards.
- b. The rates of pay set forth under GENERAL CONDITIONS, PART II, are the minimums to be paid during the life of the Contract. It is therefore the responsibility of Bidders to inform themselves as to local labor conditions, such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of rates.



17. **EQUAL EMPLOYMENT OPPORTUNITY**

Attention of Bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin. (See Section 134 hereof.)

## BID FOR UNIT PRICE CONTRACTS

Place City of La Salle City Hall  
Date April 21, 2011  
Project North Joliet St. Sewer Rehab.

Proposal of \_\_\_\_\_ (hereinafter called "Bidder") a corporation, organized and existing under the laws of the State of \_\_\_\_\_, a partnership, or an individual doing business as \_\_\_\_\_. To the \_\_\_\_\_ (hereinafter called "Owner").

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of a separated storm and sanitary sewer network, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written Notice to Proceed of the Owner and to fully complete within 60 working days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages the sum of \$750.00, as per Section 108.09 of the STANDARDS, for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

Bidder acknowledges receipt of the following addendum:

---

\*Insert corporation, partnership or individual as applicable.

Bidder agrees to perform all the various work described in the specifications and shown on the plans for the following unit prices:

Item No.	Est. Qty.		Description	Unit Price (Each)	Total
1	Sq. Yd.	1,500	Topsoil, Furnish and Place, 4	\$	Dollars & Cents
					\$
2	AC	0.03	Seeding, Class 1A	\$	Dollars & Cents
					\$
3	AC	0.03	Mulch, Method 2	\$	Dollars & Cents
					\$
4	FT	379	Storm Sewers, Class B, T2, 12	\$	Dollars & Cents
					\$
5	FT	97	Storm Sewers, Class B, T2, 18	\$	Dollars & Cents
					\$
6	FT	382	Storm Sewers, Class B, T2, 20	\$	Dollars & Cents
					\$
7	FT	1,165	Sanitary Sewer, PVC, SDR-26, 8	\$	Dollars & Cents
					\$
8	FT	525	Sanitary Sewer, PVC, SDR-26, 16	\$	Dollars & Cents
					\$
9	EACH	8	Ty B Inlets, T3 Fr. & Gr.	\$	Dollars & Cents
					\$
10	EACH	2	Catch Basins, 4 Dia., T8 Fr. & Gr.	\$	Dollars & Cents
					\$
11	EACH	5	Catch Basins, 4 Dia., T1 Fr., CL	\$	Dollars & Cents
					\$
12	FT	240	Sanitary Sewer, PVC, 6	\$	Dollars & Cents
					\$

13	EA	35	Sewer Service Connection, 8	\$	Dollars & Cents
					\$
14	EA	13	Sewer Service Connection, 16	\$	Dollars & Cents
					\$
15	EA	2	Connection to Existing Man-hole	\$	Dollars & Cents
					\$
16	Sq. Yd.	1,943	Pavement Removal & Replacement	\$	Dollars & Cents
					\$
17	Sq. Yd.	58	Driveway Pavement, Rem. & Rplc.	\$	Dollars & Cents
					\$
18	FT	646	CC&G TB Spcl AEP	\$	Dollars & Cents
					\$
19	FT	152	CC&G Rem & Rplc B-6.18	\$	Dollars & Cents
20	EACH	4	Adjust Watermain	\$	Dollars & Cents
					\$
21	L Sum	1	Traffic Control Complete	\$	Dollars & Cents
					\$
22	Cu. Yd.	1,657	Trench Backfill	\$	Dollars & Cents
					\$
23	Sq. Ft.	20	PCC Sidewalk 4, Rem. & Rplc.	\$	Dollars & Cents
					\$
24	EACH	10	Water Services Reconnect	\$	Dollars & Cents
					\$
25	EACH	12	MH TA 4 Dia. T1F CL	\$	Dollars & Cents
					\$

<b>Total of Bid</b>	Dollars & Cents
	\$

CONDITIONAL ITEMS			ITEMS	UNIT PRICE (EACH)	TOTAL
	UNIT	QUANTITY			
1	Sq. Yd.	2,433	HMA Surf Rem, 2	\$	Dollars & Cents \$
2	Ton	219	HMA SC Mix C N50	\$	Dollars & Cents \$
3	Sq. Yd.	4376	Area Reflective Crack Control Treatment	\$	Dollars & Cents \$
			<b>Total of Bid</b>		Dollars & Cents \$

(Final Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by Paragraph 15b of the Instruction to Bidders. The bid security attached in the sum of 5% of the bid proposal (\$ ) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:

By: \_\_\_\_\_  
(Title)

(SEAL — if bid is by a corporation)

\_\_\_\_\_  
(Business Address and Zip Code)

## BID BOND

**KNOW ALL MEN BY THESE PRESENTS**, that we the undersigned, \_\_\_\_\_ as PRINCIPAL, AND \_\_\_\_\_, as SURETY are held and firmly bound unto the City of La Salle hereinafter called the Local Public Agency in the penal sum of \_\_\_\_\_ Dollars, (\$\_\_\_\_\_), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH**, that Whereas the Principal has submitted the Accompanying Bid, dated \_\_\_\_\_, \_\_\_\_\_, for \_\_\_\_\_.

**NOW, THEREFORE**, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefore, or if no period specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Local Public Agency in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Local Public Agency the difference between the amount specified in said Bid and the amount for which the Local Public Agency may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

**IN WITNESS WHEREOF**, the above-bounded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these present signed by its undersigned representative, pursuant to authority of its governing body.

\_\_\_\_\_

1. Forms of Bid Bonds prepared to meet the requirements of local or State laws or the needs of the Local Public Agency should be substituted for this form where necessary.

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

Attest: By: \_\_\_\_\_

\_\_\_\_\_

Attest: By: \_\_\_\_\_ Affix  
Corporate  
Seal

By: \_\_\_\_\_ Affix  
Corporate  
Seal

Countersigned by \_\_\_\_\_

2. Attorney-in-Fact, State of \_\_\_\_\_

### CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_,  
\_\_\_\_\_, Secretary of the Corporation named as Principal in  
the within bond; that \_\_\_\_\_, who signed the said bond on behalf  
of the Principal was then \_\_\_\_\_ of said  
corporation; that I know his signature, and his signature thereto is genuine; and that  
said bond was duly signed, sealed, and attested to for and in behalf of said corporation  
by authority of this governing body.

\_\_\_\_\_  
Title \_\_\_\_\_ Corporate  
Seal

2. Power-of-attorney for person signing for surety company must be attached to bond.

## STATEMENT OF BIDDER'S QUALIFICATIONS

(To be submitted by the Bidder only upon the specific request of the Local Public Agency.)

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he or she desires.

1. Name of the Bidder.
2. Permanent main office address.
3. When were you organized?
4. If a corporation, in what state were you incorporated?
5. How many years have you been engaged in the contracting business under your present firm or trade name?
6. Contracts on hand: (Please schedule these, showing amount of each contract and the appropriate anticipated dates of completion).
7. Describe the general character of work performed by your company.
8. Have you ever failed to complete any work awarded to you?
9. Have you ever defaulted on a contract?
10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year the project was completed.
11. List your major equipment that will be made available for this contract.
12. State your experience in construction work similar in importance to this project.
13. List the background and experience of the principal members of your organization, including the officers.
14. Indicate the present amount of credit available to you: \$\_\_\_\_\_.
15. Please provide a bank credit reference: \_\_\_\_\_.
16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the \_\_\_\_\_?
17. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the \_\_\_\_\_ in verification of the recitals comprising this Statement of Bidder's Qualifications.



Dated at \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Name of Bidder)

By \_\_\_\_\_

Title \_\_\_\_\_

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

\_\_\_\_\_ being duly sworn deposes and says that he is \_\_\_\_\_ of \_\_\_\_\_ and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

My Commission expires \_\_\_\_\_, \_\_\_\_\_.

## CONTRACT

**THIS AGREEMENT** made this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_ (a corporation organized and existing under the laws of the State of \_\_\_\_\_) (a partnership consisting of \_\_\_\_\_) (an individual trading as \_\_\_\_\_) [Note 1] hereinafter called the "Contractor", and the City of La Salle hereinafter called the "Local Public Agency."

**WITNESSETH**, that the Contractor and the Local Public Agency for the considerations stated herein mutually agree as follows:

**ARTICLE 1. Statement of Work.** The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the Improvements embraced in the Project; namely, separating storm water from an existing combination sewer by means of installing a storm sewer network and replacement of the existing combination sewer and required supplemental work for the NORTH JOLIET STREET SEWER REHABILITATION project, all in strict accordance with the contract documents including all addenda thereto, numbered \_\_\_\_\_, dated \_\_\_\_\_ and \_\_\_\_\_, all as prepared by the City of La Salle City Engineer acting and in these contract documents preparation, referred to as the "Engineer".

**Special Notes:**

Note 1. Strike out the two terms not applicable.

Note 2. Identify the principal items of Contract such as grading, paving, water mains, sewer lines, treatment facilities, etc.

**ARTICLE 2. The Contract Price.** The Local Public Agency will pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed at the *unit prices* stipulated in the Bid for the several respective items of work completed subject to additions and deductions as provided in Section 109 hereof.

-----  
**Alternate Pricing Techniques:** In the event the statutory provisions require the contract price to be a fixed sum, in the absence of an approved form, the following should be substituted for Article 2 above.  
-----

"**ARTICLE 2. The Contract Price.** The Local Public Agency will pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in Section 109 hereof, the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_)."

**ARTICLE 3. The Contract.** The executed contract documents shall consist of the following components:

- |                            |  |
|----------------------------|--|
| a. This Agreement          | f. General Conditions, Parts I and II                        |
| b. Addenda                 | g. Special Conditions  |
| c. Invitation for Bids     | h. Technical Specifications                                  |
| d. Instructions to Bidders | i. Drawings ( <i>as listed in the Schedule of Drawings</i> ) |
| e. Signed Copy of Bid      |  |

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed in three [Note 3] original copies on the day and year first above written.

\_\_\_\_\_  
(The Contractor)

By \_\_\_\_\_ [Note 4]

Title \_\_\_\_\_

\_\_\_\_\_  
(Local Public Agency)

By \_\_\_\_\_

Title \_\_\_\_\_

**Special Notes:**

Note 3. The number of copies to be executed by the parties must be stated in the agreement in the space provided. Such additional signed copies shall be prepared as may be required by the surety companies and others. All copies, including conformed copies, shall be compared and checked before distribution.

Note 4. Supply a description of the Contractor (e.g., proprietorship, partnership, corporation).

## CORPORATE CERTIFICATIONS

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as Contractor herein; that \_\_\_\_\_ who signed this Agreement on behalf of the Contractor, was then \_\_\_\_\_ of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate  
Seal

\_\_\_\_\_  
(Corporate Secretary)

## PERFORMANCE AND PAYMENT BOND (OR BONDS)

Following the Form of Agreement, insert the approved form of the statutory *surety bond or bonds* to insure the performance of the Contract and payment of labor and materials. In addition to the corporation signatures of the surety company(ies) on the bond(s), each bond should be *countersigned* by the surety company's attorney-in-fact, authorized to act within the state in which the project is situated.

## CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, \_\_\_\_\_, the duly authorized and acting legal representative of \_\_\_\_\_ do hereby certify as follows:

I have examined the attached Contract (s) and Performance and Payment Bond (s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements are adequate and have been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

\_\_\_\_\_

Date: \_\_\_\_\_

Note: Delete phrase "Performance and Payment Bonds" when not applicable.